

Fluoropolymer Spray Coating Limited Warranty

Company
Address
City, State Zip

VERTA, INC. ("Verta") warrants the fluoropolymer finish (the "Coating") applied by Verta to aluminum building products (the "Product") as set forth in this Limited Warranty.

1. This Warranty applies if any of the following Warranty Conditions occurs:
 - a. Within 20 years for the date of application of the paint, the Coating exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Minute fracturing, which may occur in proper fabrication of the building parts, is not a covered Warranty Condition
2. Within 20 years from the date of installation of the Product, the Coating:
 - a. Changes color more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Verta does not warrant that color changes will be uniform.
 - b. Chalks in excess of ASTM D-4214 method A number eight (8) rating when properly maintained as described herein.
3. If a Warranty Condition occurs and the other requirements of this Warranty are met, Verta will supply you with the following Warranty benefits:
 - a. Verta will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the Product showing the Warranty Conditions. The Warranty Benefits shall not exceed the original purchase price of the affected Products or the remedy provided in any other warranty provided to the building owner, whichever is less, even if our limited warranty fails of its essential purpose. This Warranty will continue to apply to any building parts that were repainted, repaired or replaced due to Warranty Conditions, but only for the unexpired portion of the Warranty period applicable to the original Product.
4. We are not responsible and provide no Warranty Benefits, for any damage or conditions from circumstances beyond our control, including any of the following:
 - a. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Verta's control;
 - b. Harmful fumes or foreign substances in the atmosphere, standing water;
 - c. Improper storage of the Product before installation;
 - d. Any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt water environment;
 - e. Improper maintenance (i.e. use of chemical cleaning agents);

5. To receive Warranty Benefits for a Warranty Condition, you must:
 - a. Send written notice of the Warranty Condition within 30 days of the appearance of any detectable defects.

Verta, Inc.
511 South 7th Street
Delano, MN 55328
Attn: Warranty Manager

- b. Provide access to the affected Products and site.
 - c. Assist us as necessary in determining the exact cause of failure.
 - d. Provide maintenance records
6. This Limited Warranty is extended and applies solely to original owner of the building where the Product is first installed. This Limited Warranty is non-transferable and non-assignable.
7. This Limited Warranty applies only to the Coating used and Product installed within the Continental United States, Alaska and Canada.
8. EXCEPT AS SET FORTH HEREIN, VERTA MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO THE COATING.
9. This Limited Warranty supersedes any other warranty provided by Verta. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Limited Warranty shall be binding on Verta unless made in writing and signed by an authorized officer of Verta. Verta's warranty and name may not be used in any advertising materials or in any warranty except as approved in writing by Verta.
10. This Agreement shall be governed by the laws of the State of Minnesota and applicable federal laws without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. To the fullest extent permitted by applicable law, the parties agree (a) any claim, cause of action, suit or demand of any nature whatsoever against Verta shall be brought exclusively in the state and federal courts located in Minneapolis, Minnesota, (b) agreement to such jurisdiction and venue is irrevocably consented to and any right to dismiss or transfer actions based on such forum being inconvenient is waived, (c) any and all right to a jury trial is waived, and (d) any and all rights to participate in a class action regarding the Coatings, including under this Limited Warranty, are waived.